

1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided that neither party may assign this Agreement in whole or in part without the prior written consent of the other. Any attempted assignment in violation of this provision shall be void.

2. Neither party shall be responsible for the delay or failure to perform their obligations hereunder when due to circumstances beyond their reasonable control, which shall include without limiting the generality of the foregoing, severe weather conditions, transportation problems, etc.

3. Producer warrants that he/she has read and understands this Agreement and acknowledges that his document sets forth the entire and only agreement between Cargill and Producer and supersedes any prior or subsequent verbal or implied representations or understandings. This Agreement can only be modified by written agreement signed by both parties.

4. **THIS REQUEST IS NOT VALID UNLESS IT CONTAINS THE SIGNATURE OF THE PORKWORKS BUSINESS MANAGER FOR CARGILL. NO OTHER CARGILL EMPLOYEE IS AUTHORIZED TO SIGN ON CARGILL'S BEHALF.**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have signed this document on the date written above.

CARGILL, INCORPORATED  
Animal ~~Nutrition~~ Division

BY: \_\_\_\_\_

~~Witness~~ \_\_\_\_\_

~~Business Manager~~

Witness U \_\_\_\_\_

Proprietor/Gen. Partner/Officer  
(Please circle one)

Witness \_\_\_\_\_

Proprietor/Gen. Partner/Officer  
(Please circle one)

Recommended by: \_\_\_\_\_

Territory Manager \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**NOTE TO PRODUCER:** The territory manager may not bind Cargill to this Request. This Request is binding upon Cargill only when signed by the PorkWorks Business Manager.